

The Joint Contracting Command Iraq/Afghanistan (JCCI/A), International Zone, Baghdad, Iraq APO AE 09316 has a requirement for a Five (5) Part Feasibility Study and Economic Analysis of Iraqi Business Development Zones. Approximate time to complete the requested action is: 18 weeks after award of the contract. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6 as supplemented with additional information included with this notice. **THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; PROPOSALS ARE BEING REQUESTED AND A WRITTEN SOLICITATION WILL NOT BE ISSUED.** All proposals must reference the Request for Solicitation number W91GXQ-06-R-0001. Solicitation document and incorporated provisions and clauses are those in effect through FAC 2005-06. It is the Contractor's responsibility to be familiar with all applicable clauses and provisions. The North American Industry Classification System (NAICS) is: 541720. The Size Standard is: \$6.5 million USD. **This requirement is a full and open competitive procurement action opened to businesses of all sizes.** Instructions for submitting offers are at the end of this solicitation.

Performance Work Statement

1. Introduction

This request for proposal (RFP) solicits contractors for the preparation and presentation of a five (5) part feasibility study and economic analysis of business development zones inside Iraq to the Office of Private Sector Development within the U.S. Embassy's Iraq Reconstruction Management Office ("IRMO").

2. General Description

Part One: Background Information: a detailed review of the various types of business development zones that explaining their underlying characteristics, special mechanisms that make them successful, precursor requirements for said zones and what are their benefits to those that utilize the zones.

Part Two: Middle Eastern Business Development Zones Study: a thorough analysis of other successful business development zones in the Middle East (including Turkey, Egypt, Israel, and Iran) and in three post-conflict settings to identify their market advantages and the economic and operating strengths critical to their success as well as weaknesses or issues common among those less successful.

Part Three: Legal, Regulatory And Tax Review: a detailed and comprehensive review and analysis of relevant laws and regulations still applicable from the former régime, those promulgated by the Coalition Provisional Authority ("CPA") and any new legislation passed by the Iraq Interim or Transitional Governments relating to the development and approval of Economic Zones, taxes and tariffs and other issues and the procedures relating to establishing economic zones in Iraq.

Part Four: Iraq Business-Zone Capacity Study: a data-enriched study of the suitability of the various regions or metropolitan areas within Iraq for specific types of business development zones. The study should address local labor markets, indigenous resources, and functioning physical assets that are aimed at the recruitment of companies targeted for foreign direct investment in the region for use or development of local economic resources. The study should recommend what types of business development zones should be established, where they should be established; the recommendations should be supported by rigorous analysis.

Part Five: Regional/City Feasibility Study: a detailed study providing for the suitability of a "best-practice" trade zone in the Northern governorate and, specifically, the city of Sulaimaniyah. The study should address proposed development strategies justified by local economic strengths

and cultural factors for the development of land set aside for an Economic Zone near the new airport in this city.

Part One: Background Information

Business Development Zones have emerged over the last thirty years as important components of the overall strategies to develop private sector activity in emerging economies. These zones have proliferated and aided in the economic growth of several of Iraq's regional trading partners including Israel and Jordan as well as, most recently, the Palestinian Territories and Egypt. Iraq can benefit from the establishment and operation of several business development zones, including, but not limited to:

- Free Trade Zones, largely designed to encourage duty free imports of raw materials, intermediate goods used in advanced production and finished products for re-sale.
- Export Processing Zones, similar to Free Trade Zones, designed as pilot programs of economic reform in countries in need of liberalizing protectionist trade policies by according duty-free status to raw-or-intermediate materials to be refined and exported.
- Qualified Investment Zones, often sponsored by the United States to promote peaceful co-operation between historically contentious neighbors through the development of cross-border commercial relationships via minimum content requirements in the goods produced.
- Industrial Estates or Private Free Zones targeting lower technology manufacturing (e.g., textiles) industries often spearheaded by joint-ventures between large multi-nationals and state-owned companies of the host country.
- Technology Parks, focusing on a narrow range of manufacturing activity to realize co-operative economies among investors and businesses as well as the dissemination of technical data or industry intelligence through mutually beneficial joint ventures.

A comprehensive analysis of the various types of economic zones such as those listed above, but not limited to those listed, must be developed. The differentiation factors for each should be provided in detail as well as the mechanics and operational premises of the various types of economic zones. Examples of these types of zones that have been established should be provided as well as an understanding of the reasons they were established in a particular configuration. An evaluation of the economic attraction / advantages to participants should be provided.

Part Two: Middle Eastern Business Development Zones Study

The study will provide a detailed survey of the economic zones within the Middle East region defined below. Additionally the success of different types in emerging markets with a focus on areas developed in a post-conflict setting. For the purposes of this study, the Middle East region will include the following countries or regions:

- Turkey;
- Iran;
- Syria;
- Jordan;
- Israel and Palestine;
- Saudi Arabia;
- Kuwait;
- Lebanon;
- The United Arab Emirates, and
- Qatar.

Post-conflict settings will include regions like the Balkans, Indonesia, and parts of Latin America, the Caribbean Basin, or Africa.

The study will provide a comprehensive analysis of business zone activities in these neighboring countries and post-conflict areas to assess the regulatory and economic advantages unique to each. These statistical and qualitative analyses will identify attributes critical to the success of a particular business zone in generating disposable income and sustainable employment in the host countries. This study will investigate the most frequent causes of failure from a “lessons-learned” analytical perspective. Finally, this study will compare the similarities and differences of Iraq’s economy with other Middle Eastern economies to evaluate the advantages and disadvantages of Iraq in relation to the development of economic zones.

Part Three: Legal, Regulatory and Tax Review

This part applies the conceptual and empirical findings detailed in the previous two parts in terms of the unique economy and population of Iraq. The Contractor will deliver a thorough and integrated review of the laws and regulations of the previous régime still in force or as modified or new laws by the CPA or the Government of Iraq. An analysis of the actions necessary to be taken to create and develop economic zones must be included. These laws and regulations will include, but not be limited to, the following:

- Company Law #21 of 1997 as amended by CPA Order #64 of March 2004;
- CPA Orders #24, #33, #39, #46, # 75, #9, # 20, #54, #70, #74. #80, #81. #84, #85
- The final constitution
- CPA public notices from June 2003 on exchange controls and trading companies;
- Minutes of the meetings of the CPA-sponsored Program Review Board through June 2004; and,
- Regulations promulgated by the Government since June 2004.

This part of the study will also test the impact, formation, and profitability of business development zones on Iraq's current tax and tariff regimen and the issues that are yet to be resolved, if any. This appraisal will cover the following topics among others:

- Laws of the former régime still in effect;
- CPA Order #37 and #49 of September 2003 and April 2004 for tax strategies; and,
- CPA Orders #38 and #70 of April 2004 for reconstruction levies.

Part Four: Iraqi Business-Zone Capacity Study

First, the evaluation of business zone opportunities will be placed into the context of contemporary Iraq. Private initiatives are beginning to emerge, showing that private sector development is an important way to improve economic performance in a manner beneficial to all segments of the population. Within Iraq's post-conflict commercial environment the study will identify the cities, areas, and regions best suited to business development zones throughout Iraq. The Contractor will provide a detailed overview on the sustainability inside Iraq of business development zones in general with a particular business model for each of the following economic regions.

1. The Baghdad governorate (i.e., province). This governorate includes the city of Baghdad, with 5.5 million inhabitants, plus its immediate environs for an estimated population approaching 7.0 million people. Though further advanced than other parts of the country there are economic constraints – utilities and space – that define the type of economic development zone best suited for Iraq’s capital territory; possibly trade zones or science and technology parks. The Contractor would review the following factors in recommending suitable economic development zones:

- Number of airports and types of aircraft accommodated;
- Number of railroad stations and trucking centers;
- Amount of open land and warehouse capacity nearby these facilities;
- Accessibility among the identified transportation and storage facilities;
- Number of functioning trains, planes and trucks operating in and out of as well as within Baghdad;

- Number of universities recognized for excellence in engineering and other applied sciences;
- Educational and skill-base of the local labor market, and
- Presence and effectiveness of vocational training and continuing education facilities as well as business centers.

These factors should point to a recommended regional strategy that employs and re-trains the maximum number of people while generating the disposable income and mobility necessary for people to stimulate a consumer-driven economic growth.

2. **The Baghdad ex-urban commercial ring ("Ring")** and the Anbar region. This region is a radial 100-kilometer Ring around the capital territory populated by 3.6 million people. This Ring includes sizeable cities that were independent towns that grew with Baghdad but then became cities in their own right. Factors that the Contractor will be expected to focus upon include but not limited to:

- Conditions of roadways and railroads from 1). Baqubah to Baghdad, 2) Ramadi and Fallujah 3) Al-Hilla to Baghdad 4) Karbala to Baghdad as well as amount of land available for industrial development and warehousing capacity in the respective governorate;
- Conditions of roadways and railroads connecting these ex-urban cities with each other to permit specialization of manufacturing or raw material and agricultural production;
- Presence of airports and readiness for use;
- The level of education and social mobility of the 15-64 year-old age bracket; and,
- Land available for development use of a variety of types,
- Demand for types of goods and services in region, and
- State of educational facilities for school-age children, adolescents and university students as well as the presence and effectiveness of vocational training and business education centers.

3. **The Southern oil-producing region.** Anchored by the cities of Basrah, Najaf, Al-Kut, Diwaniya and Nasiriya, 6.7 million Iraqis, includes the governorates of Babel, Karbala and Maysan, with its major oil field at Uzayr. This region has the only deep-water facilities open in Iraq, primarily at Umm Qasr. This region is apt to be more open to land development than those in and around Baghdad, lending itself to industrial development. The Contractor shall assess many of the same factors cited elsewhere, with a potential focus toward export processing zones and industrial parks. In addition to air, road and rail facilities, the Contractor shall assess:

- The state of a city's infrastructure, particularly with respect to sewerage and waste removal;
- The capacity to handle super-tankers and large supply ships through the Southern ports;
- Training of the local labor market for petrochemical processing and oil refining; and,

4. **The Northwestern oil-producing region.** This region consists of 5.6 million people, principally Sunni, with the exception of a large Kurdish population in and around Kirkuk. Sunni population centers include Samara, Mosul and Tikrit. This wide-open area may benefit from QIZs linking its populace to Kurdistan and the South; other possibilities would include industrial parks and export processing zones. The Contractor would have to study the demographics, security and raw material transportation issues carefully while attending to additional considerations of educational level and health care.

5. **The Kurdistan Regional Government ("KRG").** With 4.2 million people, three governorates, Sulaimaniyah, Duhook and Irbil comprise this autonomous region. The commercial center of Sulaimaniyah represents one-fifth of the region's population. Kurds, as an industrious people, took advantage to re-build the economy.

By identifying potential hubs of economic activity and transportation links among the various regions as well as between each of the outlying regions and the Baghdad Ring, the Contractor will present the most likely type of business development zones for the regions with a view of economic specialization among regions integrated into a growing, job-creating economy. In determining the best use of potential areas for business development zones, the Contractor will enumerate the unique economic strengths to justify its targeting particular areas for specific types of business development zones in order to exploit comparative advantages among the different parts of Iraq. Paramount considerations shall include the types of business likely to be attracted to the area and their potential contribution to local economies and ongoing use of their labor markets. The combination of these strengths and considerations will give rise to decision-rules to initiate development of durable employment opportunities, particularly from foreign direct investments.

Part Five: Regional/City Feasibility Study

The Contractor will work with the Board of Investment Promotion (BIP), IRMO, and others designated by either party. Upon completion of the initial survey and supplying the BIP and IRMO with a background analysis and an assessment of the possibilities of a business development zone in Sulaimaniyah, the Contractor will educate all involved parties on the advisability of moving forward with development of the Secured Commercial Area ("SCA"); a 5.5 square kilometer expanse of land adjacent to the new Sulaimaniyah Airport. The proposed report on the SCA will meet the following objectives:

- A local study of Sulaimaniyah, its economy, population, labor market and relationship to Iraq;
- An in-depth study of the Sulaimaniyah Governorate to assess the feasibility of a business development zone; and, in a separate part;
- Analysis of the type of business development zone best suited to the culture, economic strengths and preferred industries of Sulaimaniyah for permanent private sector growth.

Kurdistan remains a region with a solid, still latent base for development:

1. Population of approximately 4.2 million (i.e., 11% of the total Kurdish people spread across Turkey, Iraq and Iran as well as 15% of Iraq's population);
2. In addition to access to refined oil in nearby Kirkuk, a wealth of mineral resources including coal, crude oil, chrome, copper and iron;
3. A regional government structure in place with functioning departments capable of harnessing resources for economic growth;
4. Commitment to full equality and universal education – aided by international organizations, including UNESCO – to create a skilled labor market with consumer mobility;
5. A source of investors represented by a well-educated and prosperous ex-patriot population (predominantly in the U.S. and U.K.) exceeding 500,000 people;
6. Potentially rich agricultural platform currently producing a third of Iraq's grain sustained by plentiful and clean mountain water and aquifers;
7. A low crime rate for a stable commercial environment;
8. Quickening rates of housing starts – doubling under the KRG for each of the last two years – to spur construction growth that generates hundreds of enterprises to manufacture construction materials; and,
9. Dedicated private sector development laws and policies implemented through government-private investor consortia like the Kurdistan Development Corp.

The Kurdish Region. After an analysis of the economic strengths of the Kurdish provinces, the study will evaluate how the BIP's promotional role aligns with the overall trade and investment policies of the Government of Iraq from the standpoint of tax-structures, investment incentives, economic attractiveness and requirements for enabling legislation or inter-Ministry memoranda of understanding for the SCA. This portion of the study will detail the regional feasibility and

economic advantages offered by the Sulaimaniyah governorate and the wider geographic market (e.g., Eastern Iraq, Northwestern Iran, etc.) for which Sulaimaniyah might serve as a commercial center.

This part of the discussion will focus on Sulaimaniyah's business climate and strengths unique to the SCA and document quantitatively, through ground surveys, the differentiating strengths of Sulaimaniyah's labor force, transportation networks, telecommunications connectivity and the city's competitive position relative to rival regional centers including Mosul, Kirkuk, Irbil and Baqubah. Examples of specific data will include, but not be limited to:

- Topography as well as land rights and development;
- Availability of easily accessed natural resources;
- Positioning of Sulaimaniyah along historic trade routes;
- Population growth and demographic trends (i.e., age, education and mobility of the work-force) as well as levels of training and mortality / health statistics;
- Willingness of the BIP to construct special facilities for industries requiring advanced, world-class technology;
- Economic growth and development as demonstrated by housing starts, levels of disposable income, industrial activity, business starts, and infrastructure reconstruction;
- Commercial resource base in raw materials, agriculture, services, manufactured goods as well as communications and transportation networks;
- Business environment in Kurdistan relative to rest of Iraq and the Middle East from the stand-point of taxes-and-tariffs, laws, regulatory burden, investment incentives and foreign direct investment;
- Quality of local educational institutions; as well as,
- The condition of basic and technological infrastructure.

Industry Identification. A discussion of the data accumulated should follow to identify the industries – and companies within those industries – most likely to avail themselves of the advantages offered by Sulaimaniyah and its SCA. These target companies will include those most likely to provide sustainable and growing employment through direct investments and joint ventures. The study will establish what actions the BIP must take, including construction of specialized structures or services and reliable electricity sources, to entice these investors to pick Sulaimaniyah as a promising site for future expansion through capital expenditures.

Sulaimaniyah's position closer to the populous central region of Iraq may enable its developed SCA to serve the needs of up to fifteen million other Iraqis. In addition, Iraq's Northern governorates with a population of up to ten million people could become a major economic hub of greater Kurdistan with twenty-two million Kurds to the West in Syria and Turkey and eleven million to the East in Iran. This feasibility study shall be comprehensive and investigate at least the following four dimensions critical to successful private sector development in Iraq:

- Popular view across Iraq of the Kurdish region as part of the larger country;
- International perspectives on the Kurdish provinces in general, and Sulaimaniyah in particular, as an economy distinct from that of Iraq;
- In-depth study of the Kurdish region, its economy, population, labor market and relationship to Iraq; and,
- Review of the Sulaimaniyah governorate to assess the feasibility of a business development zone with a view toward certain economic attributes already identified.

Proposed SCA Development Plan in Sulaimaniyah. The Contractor shall integrate the findings into plans; **more than one scenario will be required**. In providing alternative uses for the SCA, the Contractor shall review key dimensions, development zone concepts and Kurdistan's unique features to recommend plans for the business development zone best suited for the SCA in Sulaimaniyah by projecting:

- **Best practices** – as a step-by-step procedure – for the establishment of a business development zone to include such matters as human and material resource availability

- and use as well as marketing plans, lead generation for foreign direct investment and sustainable employment expansion;
- **Business connectivities** to local industries, other trade zones and business centers in Kurdistan, Iraq and the Middle East;
- **Dollar trading volumes** expected in the business development zone in the first year; the first three years; and the first five years;
- **Capital investments** required to be made by the Government on behalf of the Investment Board at the start of the project;
- **Selection criteria** for desired foreign direct investment;
- Emergence of **competitive sites** and their worst-case impact;
- **Alternative uses** of the land to evaluate its use as a business zone; and,
- **Risk analysis** of political, sovereign and currency risks.

From this assessment of alternatives, the Contractor shall present general plans for the use of the SCA that are most beneficial to private sector development in Sulaimaniyah, Kurdistan and Northeast Iraq. These plans shall be justified with facts as they exist now under the KRG and in Iraq generally. Ideally, the plans should provide the least amount of capital to be invested up-front by the Government, the BIP or the local Sulaimaniyah municipal administration since the contribution of 5.5 million square meters of opportunely placed land represents a substantial investment-in-kind.

Conclusion of Regional Study. The Contractor will close the regional analysis by making a case for how its proposed development plans best engage the economic strengths and cultural landscape of Sulaimaniyah as a microcosm of Kurdistan and Iraq. The Contractor will estimate the impact on the local labor and consumer markets as well as assess the level of primary and secondary international trade and foreign direct investment to be expected from these alternative initiatives. An in-person presentation will be required to the BIP and to IRMO.

Deliverables Chart:

Deliverable	Due Date	Delivered to Who
Twice Monthly Progress Reports	Every 2 Weeks	IRMO (See note below Deliverables Chart)
Final Report of the Regional City Feasibility Evaluation-- Sulaimaniyah	12 weeks after the Contract initiation	IRMO and the Board of Investment Promotion
In person presentation of the Regional City Feasibility Evaluation-- Sulaimaniyah	14 weeks after the Contract initiation	IRMO and the Board of Investment Promotion in Sulaimaniyah
Final Report of: <ul style="list-style-type: none"> • Background Issue Information • Competitive Landscape • Legal, Regulatory and Tax Proposal 	16 weeks after the Contract initiation	IRMO
Final Report of the Countrywide Business Zone Capacity Assessment	18 weeks after the Contract initiation	IRMO
In person presentation of the Final Report of the Countrywide Business	20 weeks after the Contract initiation	IRMO and designated parties in Baghdad

Zone Capacity		
---------------	--	--

Meetings are required with the COR, June Reed, twice a month and at that time a written progress report must be prepared and provided to the COR for review. It may not always be possible to meet in person, in which case the meeting may be conducted via phone. Progress reports must be provided to Ms. Reed via e-mail. The reports must detail the progress on the study made since the last report and identify any issues that arise in conducting the study. As appropriate, drafts of the study should be submitted to Ms. Reed to assist her in evaluating the work and supporting it in a timely manner.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-7	Central Contractor Registration	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.252-5	Authorized Deviations In Provisions	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 numbers that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

FACTOR ONE: TECHNICAL

TECHNICAL: SKILLS, QUALIFICATIONS, AND EXPERIENCE:

The proposal shall describe technical skills, qualifications, and experience sufficient to demonstrate the offeror's capability to perform the effort. At a minimum, the proposal should provide a logical approach, which shows a through understanding of the requirements, the Offeror's approach to accomplish the requirements, and address the list below. It should also describe the Offeror's qualifications and corporate capabilities specifically related to the performance of the work required by the Performance Work Statement (PWS). The proposal length for Factor One material is limited to 30 pages.

Parts: One, Two, and Three:

1. Develop a proposal that shows your firm's capabilities in gathering all relevant and applicable data, analyzing information and preparing a detailed and comprehensive report for the first three parts of the Study that includes creating a sound foundation and understanding of economic zones in general, analysis of existing zones in the region and in post-conflict areas, and the specific laws and issues that are applicable in Iraq to creating, planning, and implementing an economic zone. Included should be the following:

- a. Knowledge of development plans in relation to various types of zones and the nuances that are different between them
- b. Various methodologies that you will apply when gathering robust, detailed, comprehensive, and relevant information/data necessary to plan, develop, and execute the development of economic zones
- c. Demonstrated knowledge of current best practices for economic zone development in general
- d. Describe the conduct of interviews among experts and in the field you would employ
- e. Your ability to prepare a clear, concise, and comprehensive Study of existing economic zones and investigate the existing laws in Iraq and distinguish issues that are relevant to establishing an economic zone.

Part: Four:

2. Develop a proposal that shows your firm's capabilities in gathering specific regional data and developing and supporting sound recommendations for future appropriate economic zone developments for all viable areas in Iraq for various types of economic zone developments that would best meet the outlined criteria in the Performance Work Statement (PWS). These should include the following:

- a. Your ability to conduct detailed, accurate, meaningful, and rigorous surveys to properly assess areas applicability for establishing an economic zone that achieves multiple development criteria; describe the plan to compile and analyze such data / statistics
- b. Describe your plan to compile and analyze data, statistics, geographic attributes, and area deficits
- c. Define the criteria you would use to asses an area's development quotient and how that criteria would be used in your overall process of identification of economic zone development
- d. Provide the criteria you would use to recommend various types of businesses that would be attracted to the development types you recommend.

Part: Five:

3. Develop a proposal that demonstrates your firm's capabilities in establishing a successful, private sector, self-sustaining, economic zone in Sulaimaniyah. The proposal should include your abilities in gathering specific relevant geographic data, analyzing meaningful information, and generating appropriate alternatives for said economic activity in the specified location that produces a development that meets all the requirements in the PWS and includes the following:

- a. Generate a variety of configurations and types of business configurations that would be suitable to attract and develop specifically in Sulaimaniyah
- b. Ability to conduct needs assessments and feasibility studies
- c. Produce a well written, reasonably detailed, and easily understood development plan and a contingency plan
- d. Provide a detailed analysis of supporting services and infrastructure needed to support the type of recommended economic activities in the zone
- e. Generate plans for economic zone development that last and prosper and not simply rely on tax incentives or reduced fiscal burden; developments that use and build on key regional specific advantages
- f. Your firm's contact base among area government officials and business leaders, as well as, international and foreign direct investors
- g. Detailed out-reach plans to targeted investors.

FACTOR TWO: MANAGEMENT

KNOWLEDGE AND MANAGEMENT CAPABILITY

Specific items are addressed in the Performance Work Statement (PWS) and shall include as a minimum the plans, procedures, staffing, and schedules to be utilized in performing work. Offeror shall submit a management approach that, at a minimum, identifies the necessary resources for the list below given the Offeror's approach to performing the requirements of the complete (all five parts) PWS. Offeror shall identify the necessary personnel, with resumes, job descriptions, which demonstrate requisite experience, certifications, skill levels, and special skills needed to perform the requirements of the

PWS. Indicate that individuals identified as key personnel will be committed to the contract for its duration and cannot be substituted or replaced without the written agreement of the Contracting Officer. The plan shall also address the Offeror's capability to effectively recruit, train, and retain adequate personnel resources to sustain acceptable performance. Resumes are limited to two pages per person. A complete work plan must be submitted for the Study with resources noted and a detailed timeline for major deliverables of the Study. The proposal length for Factor Two materials is limited to 12 pages, not including resumes.

1. Describe the depth, abilities, and experience of the managers overseeing preparation and presentation of the study and the various plans proposed, addressing the abilities of the personnel as they relate to the various parts of the Study (who will be working on which parts and how their experience applies to the task at hand).
2. Demonstrate the expertise of staff in the development, execution, and implementation of a comprehensive and well supported economic study and needs analysis for specific locations;
3. Include a detailed work plan for the Study with a time line for completing each stated milestone for the Study's deliverables
4. Describe any experience that you have in working in Iraq and this part of the world, and detail how you plan to conduct the various portions of the Study.

FACTOR THREE: PAST PERFORMANCE

RELEVANT CURRENT/PAST PERFORMANCE

The proposal shall provide a listing of all contracts awarded to the offeror within the last five (5) years that were/are similar in scope to the proposed effort and any part thereof (such a list must identify which parts of this Study it is applicable). For each contract listed, the offeror shall provide the documentation stated below. If only portions of the contracts referenced are relevant, the offeror shall specify which portions are relevant. For the reference given, the proposal shall discuss the offeror's history of effectiveness and successful performance in the following areas:

- Quality of Product or Service – e.g., record of compliance with previous contract requirements, accuracy of reports, and technical excellence, and quality awards/certificates.
- Timeliness of Performance – e.g., record of meeting milestones and delivery schedules, reliability, and responsiveness to technical direction.
- Cost Control – e.g., record of using cost efficiencies, relationship of negotiated costs to actuals, submission of reasonably priced change proposals, and timely providing current, accurate, and complete billing.
- Business Relations – e.g., record of effective management, subcontractor management, cooperative and proactive behavior with Government representatives, flexibility, and responsiveness to inquiries.

Documentation shall include:

- (1) Contracting Office/Agency, Name of firm, or current name
- (2) Contract Number
- (3) Contract type
- (4) Contract Number, award date, award amount, and period of performance
- (5) Service provided (Brief description and how it relates to the work in the PWS)
- (6) Contact name, phone number, and e-mail address
- (7) Contracting Office name and address, and Contracting Officer Name, telephone and e-mail address

1. Describe performance of past projects of same or similar type in the Middle East and provide a comparative analysis that anticipates the likely performance on the proposed project.

2. The Contractor should demonstrate successes on previous feasibility studies and master plans for economic zones. Successes or failures should include, but need not be limited to, the following:
 - a. Describe your experience with developing a master plan for economic zones and the general methodology you use
 - b. Demonstrate experience in middle eastern economic analysis
 - c. Display knowledge of the nuances of business practices in the Middle East as they influence the decision-making of outside investors and the ultimate choices made by the economic zone developer or the development of an economic zone.
 - d. Explain your familiarity with as well as experience in the business climate of Iraq, Kurdistan, and the Middle East
 - e. Include follow-up comments by previous investors or developers of economic zones you were involved with and state your involvement and responsibilities
 - f. Provide a brief evaluation of the subsequent profitability of existing economic zones you previously planned or developed for foreign direct investors, include significant variances – both positive and negative – of previous proposed economic zone types and master plans prepared
 - g. Demonstrate ability to analyze relevant legislation in the creation, approval, and development of economic zones; describe methodology you intend to use in this Study
 - h. Describe instances where data was scarce or unreliable and how you handled such constraints
 - i. Describe projects where there were security restraints in collecting information and conducting field studies in potentially hostile or post-conflict environments.

The proposal length for Factor Three material is limited to 15 pages.

FACTOR FOUR: Price Evaluation

Price is not an adjectively rated factor. Price data shall be evaluated in accordance with the procedures of the Federal Acquisition Regulation and for price reasonableness.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(c) The Government intends to award one (1) contract as a result of this solicitation. Multiple awards will not be made. The Government however, reserves the right to make no award as a result of this solicitation, if, upon evaluation, none of the proposals are deemed likely to meet the Government's requirements at an acceptable level of risk and or price.

(End of Evaluation Factors)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246-
-

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The

offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to contract expiration.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

INVOICING. The Contractor shall submit invoices by e-mail to the Contract Specialist, Contracting Officer's Representative (COR) and the Payment Office listed below, in accordance with the Federal Acquisition Regulation (FAR) Clause 52.212-4 (g), Contract Terms and Conditions-Commercial Items.

USACE Finance Center
5722 Integrity Drive
Millington, TN 38054-5005
E-Mail: cefc-p0invoices@fc02.usace.army.mil

ADMINISTRATION DATA.

The following contracting office will perform administration of the resulting contract:

Joint Contracting Command Iraq/Afghanistan –Regional Contracting Office-Baghdad (RCO-B)
ATTN: Jerry Lambert
BLDG 87, International Zone, Baghdad, Iraq
APO AE 09316

e-mail: jerry.lambert@pco-iraq.net
Telephone: 703-544-6107 Desk, 914-822-1153 Cell Phone,
From U.S.A: 011 964 790 193 9736 IraqNa Cell Phone

CONTRACTING OFFICE REPRESENTATIVES.

Contract Specialist: Mr. Jerry Lambert, jerry.lambert@pco-iraq.net

Contracting Officer: LTC John Sacks, 001 (703) 343-7678 john.sacks@pco-iraq.net

Contracting Officer's Representative (COR): Ms. June Reed, 001(703) 343-9109, reedjr@state.gov

LIMITS OF AUTHORITY.

Only the contracting officer is authorized to make changes to the terms and conditions of the contract.

SPECIAL CONTRACT REQUIREMENTS

H.1 Alternate Disputes Resolution

H.1.1 The parties to this contract agree that swift, inexpensive, and amicable resolution of disagreements is in our mutual interest. The parties further agree that Alternate Disputes Resolution (ADR) can contribute significantly to the shared goal of resolving agreements swiftly and efficiently. Therefore, the parties agree to non-binding use of ADR in an effort to seek final disposition of agreements within the time periods set forth below. These time periods are guidelines only and may be altered to fit particular controversies.

<u>Amount of Controversy</u>	<u>Suggested Resolution Period After Receipt of Written Notice</u>
\$250,000 or less	Not to exceed 60 days
\$250,001 - \$1M	Not to exceed 90 days
Over \$1M	Not to exceed 180 days

H.1.2 The parties agree that any of the following ADR methods may be used at any time during contract performance: mediation, early neutral evaluation, mini-trial, Executive Dispute Resolution Committee consisting of principals of the Contractor and the PCO, Dispute Resolution Board made up of impartial third parties (each party shall select one member and their third shall be selected by the two designated members), and any other non-binding procedure. The parties further agree that the use of ADR is entirely voluntary, and nothing in this provision shall affect the rights of either party under the clause entitled "Disputes" (FAR 52.233-1) Referenced in FAR 52-212-4 (d) Disputes.

H.2 Contractors Accompanying The Force

252.225-7040 Contractor Personnel Supporting a Force Deployed Outside the United States.

As prescribed in 225.7402-4(a), use the following clause:

CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (JUN 2005)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

(b) *General.*

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) *Support.*

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party. **Note: The Government will not provide security support under this contract.**

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) *Pre-deployment requirements.* The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) *Processing and departure points.* Deployed contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Personnel data list.*

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(End of clause)

H.3. Special Legal. Public Law 106-523, Military Extraterritorial Jurisdiction Act of 2000: Amended title 18, US Code, to establish Federal jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to Contractor employees deployed OCONUS.

H.4 Identification Of Correspondence. All correspondence and data submitted by the Contractor under this contract shall reference the contract number.

H.5 Treatment Of Travel And Equipment Costs. All travel under this contract shall be authorized by the the Contracting Officer's Representative (COR) prior to travel and shall be in accordance with the Federal Travel Regulations, Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," as applicable, and shall bear no fee.

H.6 Government Regulations And Applicable Documents. The Contractor is responsible for the acquisition of all currently updated regulations or other applicable documents necessary for the satisfactory performance of the contract requirements herein. The government is not responsible for the comprehensive listing of all applicable or necessary references for this contract effort. Initial documents and sources for initiating this effort are:

Army Regulation (AR) 385-10, Army Safety Program
AR 570-9, Host Nation Support
AR 715-9, Contractors Accompanying the Force
Army Field Manual (FM) 100-21, Contractors on the Battlefield
Department of the Army (DA) Pamphlet 690-80, Use and Administration of Local Civilians in the Foreign Areas During Hostilities
29 Code of Federal Regulations (CFR), Part 1910, Occupational Safety and Health Standards

H.7 Government Directives And Applicable Documents. The Contractor is obligated to follow and adhere to the governing directives and applicable documents listed in the contract and the statement of work. Future supplements or amendments to those documents shall be considered to be in full force and effect upon receipt by the Contractor, except when such document is deemed to cause an increase or decrease in the cost of contract performance. In such event, the Contractor shall inform the Contracting Officer in writing prior to implementation of such supplement or change. If applicable, a negotiated change in contract price shall be made to the mutual satisfaction of both the Contractor and the Government prior to implementation of the change. Initial documents and sources for initiating this effort are:

H.7.1 DoD Directive 2000.12, DoD Antiterrorism/Force Protection (AT/FP) Program

H.7.2 DoD Directive 2000.16, DoD Antiterrorism Standards

H.8 Inconsistency between English Version and Translation of Contract. In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

H.9 Correspondence in English. The Contractor shall ensure that all contract correspondence that is addressed to the governmental entity awarding this contract is submitted in English or with an English translation.

H.10 De-Baa'thification of Iraqi Society.

(a) The contractor shall not employ or subcontract with any persons determined under procedures promulgated by the Iraqi Governing Council to be full members of the Ba'ath Party or affiliated with the organizations set forth at section 2(2) of CPA Memorandum No. 7, Delegation of Authority Under De-Baa'thification Order No. 1, dated November 4, 2003 and therefore prohibited from continued or future employment (hereafter referred to as "prohibited person"). Contractors shall coordinate with the Ministry of Justice to determine whether particular individuals are "prohibited persons".

(b) If during contract performance, a person employed by the contractor or subcontractor is determined to be a prohibited person under procedures promulgated by the Iraqi Governing Council, the contractor shall, as appropriate:

(1) Terminate the employment of the prohibited person.

(2) Terminate the subcontract with the prohibited person as soon as possible consistent with satisfying contract requirements.

(c) The contractor shall not display the image or likeness of Saddam Hussein or other readily identifiable members of the former regime or symbols of the Baath Party or the former regime in government buildings or public spaces.

(d) Flowdown. The contractor shall include a comparable clause in all subcontracts and require all subcontractors to flow down the clause.

(e) The Coalition Provisional Authority Order Number 1, dated 16 May 2003, subject: De-Ba'athification of Iraqi Society and the corresponding implementation plan and delegations of authority can be found at <http://cpa-iraq.org>

H.11 Currency

At the option of the Disbursing Officer, invoices will be paid in either new Iraq Dinars or United State Dollars (USD). If the Disbursing Officer chooses new Iraq Dinars, the US Government will use the official exchange rate obtained from "The Currency Site" (www.oanda.com/convert/classic) on the date payment is made. The US Government will convert the USD invoice to Dinars and disburse to the contractor this amount in Dinars.

H.12 Projected Iraqi Employment: Collecting & Reporting Employment Statistics

Collection of data on the projected number of Iraqis employed for the term of the contract. Offerors are required to identify in the space provided below the total projected number of Iraqi's that will be directly employed in the performance of this contract.

"Employment is the total number of Iraqi persons expected to be on the payroll (contractors, subcontractors, sub-subcontractors) employed full or part time who received pay for any part of the term of the contract. Temporary and intermittent employees are included, as are any workers who are on paid sick leave, on paid holiday, R&R leave or who work during only part of the pay period." Enter into spaces provided in item #1.

Next when totaled enter in the spaces provided in item #2 what is the average number employed throughout the term of the contract.

Item #3 An "Iraqi Based" is a company (including a subsidiary company) whose principal place of business is located within Iraq.

1. Total Iraqi (Iraqi Residents) Employed:

Iraqi: Men _____.

Iraqi: Females _____.

Total: _____.

2. Average Iraqi's (Iraqi Residents) Employed:

Iraqi: Men _____.

Iraqi: Females _____.

Total: _____.

3. Is your company an "Iraqi Based" company? Yes___No___. If no, what country is your company registered/incorporated: _____.

(These numbers are for employment statistics ONLY. This is not an award factor.)

H.13 Contractor Hostage Reporting Procedures

The security and safety of contractors are paramount to the success of Project and Contracting Office's (PCO) Iraq reconstruction mission. To insure rapid dissemination of critical hostage information the following procedures are implemented immediately.

Procedures for kidnapping or attempted kidnapping reporting are:

1. Kidnapping or attempted kidnapping in progress, Call:

a. Al-Anbar: 427-232; 428-914

b. Baghdad : IRAQNA: 0790-173-7723 / 7724 / 7725 / 7726 / 7727

- (English/Iraqi linguists) 0790-192-4719
MCI: 1-914-360-5690
Thuraya: +8821-621-157-354
Thuraya:
- c. Basrah: 317 428
(English/Iraqi linguists) 620 335
524 876
Mobile: 040 317 428
040 620 335
040 524 876
InMarSat: 00882621157156
Thuraya +882621157156
- d. Hillah: InMarSat: 870-764-061-233
Thuraya: +8821-621-157-107
GSM: 964 07801-083540
DNVT: (302) 631 2110
DSN : (318) 250 1015
- e. Mosul: Thuraya:- 008821621157620
Inmarsat:- 00870764061237
GSM Asiace:- 07701640977
- f. Ramadi Thuraya: 0088 2621157472
Thuraya: +882621157472
- g. Tikrit: DNVT 318-846-1028
DSN 846-1028
Local 822-890 (works only sporadically)
Inmarsat 00 873 763 603 119
00 873 763 603 120
Thuraya 8821 621 157 543

If you cannot get through on the above numbers, call the:

Reconstruction Ops Center:
Thuraya: +88-216-2170-7751
+88-216-2170-9043
+88-216-2115-7354
VoIP: 281-669-2375 (Dial as a stateside number)
Iraqna: 0790-192-4108
MCI: 914-360-0619
Land line: 703-544-1301/ 1302/ 1303/ 1304/ 1305
(effective after Nov. 1, 2004)

2. Post Kidnapping : As soon as possible after a kidnapping or attempted kidnapping, but only when safe to do so:

- a. Contact:
- i. Reconstruction Operations Center: roc@aegisiraq.com
 - ii. Or Reconstruction Operations Center: phone #s above
 - iii. Email, copy to: Contracting Office: jerry.lambert@pco-iraq.net
or john.sacks@pco-iraq.net
 - iv. Email, copy to your Prime contractor

- b. Initial information to be provided:
 - i. Name, phone number and email of person reporting the incident
 - ii. Date of incident
 - iii. Time of incident
 - iv. Location of incident (as specific as possible)
 - v. Brief description of what happened
 - vi. Description of people involved
 - vii. Description of vehicle involved
 - viii. Hostage name/nationality

H.14. Preservation Of Historical, Archeological And Cultural Resources. Contractor and its subcontractors shall immediately stop work in any work area where cultural resources or artifacts with archaeological or historical value are discovered. The Contractor/ subcontractors shall immediately notify the COR and shall not disturb or take any artifacts, items, or materials from the area of discovery. After receiving approval from the COR, the Contractor and its subcontractors shall proceed with any stopped work. Neither Contractor nor any of its subcontractors shall have property rights to such artifacts, items, or materials and must secure and guard such items until turning them over to the COR or other party as directly by the COR. The Contractor shall also require that its personnel and its subcontractors comply with this provision and respect all historic and archaeological sites in the areas where they are performing work.

H.15. Proposal Restriction

Proposals will be rejected as non-responsive from any person or firm that has participated in the development of this requirement or which has advanced information of the acquisition.

**ALL QUESTIONS AND COMMUNICATIONS MUST BE CONDUCTED VIA E-MAIL.
TELEPHONE REQUESTS FOR INFORMATION AND QUESTIONS WILL NOT BE
RESPONDED TO.**

Offers referencing Request For Proposal (RFP) W91GXQ-06-R-0001 shall be submitted via e-mail to: jerry.lambert@pco-iraq.net. Offers are due Not Later Than 1700 Hour Local Time (Baghdad, Iraq) on 2 February 2006. It is the responsibility of the offeror to confirm receipt of responses to the RFP. OFFERORS SHALL INCLUDE: (1) Original letter signed by an individual authorized to bind the offeror; (2) Representations and Certifications compliant with FAR 52.212-3 (copy included in this announcement); (3) Acknowledgement and Agreement with Amendments, if issued; (4) Technical proposal in accordance with the Performance Work Statement and the factors in the provision Evaluation–Commercial items; and (5) price proposal based on the requested five (5) part study. Amendments, if any, will be published at: <http://www.fedbizopps.gov> and at: <http://www.rebuilding-iraq.net>. It is the responsibility of the offerors to review the website(s) for any changes or amendments to this RFP posting. U.S.A. offerors must be registered in the Central Contractor Registration (CCR) system prior to award. DUNS/CCR website is: <http://www.ccr.gov>. Questions with regard to this RFP will be accepted from interested offerors up to 17:00 Hours local time (Baghdad, Iraq) 28 January 2006. Any questions submitted thereafter will be entertained; however, the due date for offers will not change. Questions should be directed to Mr. Jerry Lambert at: E-Mail jerry.lambert@pco-iraq.net (preferred) or at: Telephone (703)544-6107 or Local Cell 964-0790-193-9736 or from the U.S.A. 011-964-790-193- 9736.